



STATE OF ARIZONA

NOTICE OF REQUEST FOR PROPOSAL

Solicitation Number:	VSP10-167		
Solicitation Due Date/Time:	SEPTEMBER 30, 2009 at 3:00 PM PST		
Submittal Location:	Arizona Department of Veteran's Services Arizona State Veteran Home 4141 N. 3rd Street Phoenix, Arizona 85012		
Description:	Food Purchasing, Preparation and Nutrition Services		
Pre-Offer Conference:	September 15, 2009	10:00 a.m.	4141 N. 3rd Street Phoenix, Arizona 85012
Question Due Date:	September 22, 2009	12:00 p.m.	4141 N. 3rd Street Phoenix, Arizona 85012
Contract Term:	Date of Award for One (1) year with 4 renewal options		
THIS PROPOSAL IS OFFERED BY:			

In accordance with A.R.S. §41-2533, competitive sealed proposals for the material, service or construction specified will be received by the ADVS Purchasing Office, at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Proposals must be in the actual possession of the ADVS Purchasing Office on or prior to the exact time and date indicated above. Late proposals will not be considered, except as provided in the Arizona Procurement Code.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and a complete Request for Proposal returned along with the offer by the time and date cited above. Additional instructions for preparing a proposal are provided on the following pages.

Offerors are strongly encouraged to carefully read the entire Request for Proposal.

Solicitation Contact Person:

Kelli Gourdoux

Name

602-248-1558

Telephone Number

kgourdoux@azdvs.gov

e-mail address

Barbara Dull, Chief Procurement Officer

Date

	<p style="text-align: center;">Uniform Instructions to Offerors</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
14. *"Home"* means the Arizona State Veteran Home

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope

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containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. **Forms:** No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. **Typed or Ink; Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. **Invitation for Bids.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. **Request for Proposals.** All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

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5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror

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and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

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2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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1. **Pre-Offer Conference:** Prospective offerors are invited to attend a pre-offer conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to explain the contents of this RFP in order to prevent any misunderstanding of the ADVS position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the ADVS at this conference. The ADVS will then determine the appropriate action required, and if necessary, issue a written amendment to the RFP. Oral statements or instructions during the pre-offer conference shall not constitute an amendment to this RFP.

Conference date: SEPTEMBER 15, 2009

Conference time: 10:00 A.M. There will be a tour of the Dietary Area following the Pre-Offer Conference.

Conference location: 4141 N. 3rd Street, Phoenix, Arizona, 85012

Questions due: SEPTEMBER 22, 2009 12:00 p.m. Arizona Time

2. **Offer Acceptance (120 Days):** In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.
3. **Proposal Format:** **One (1) original and three (5) copies** of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFP. The ADVS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal shall include at least the following information in the order below:
 - 2.1. Offer and Acceptance Form
 - 2.2. Method of Approach – as described in Paragraph 5(A), Evaluation Criteria.
 - 2.3. Offerors Experiences – as described in Paragraph 5(B), Evaluation Criteria.
 - 2.4. Cost – as described in Paragraph 5(C), Evaluation Criteria.
 - 2.5. Conformance with Uniform and Special Terms and Conditions.
 - 2.6. Scope of Work
4. **Proposal Opening:** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract award.
5. **Evaluation Criteria:** In accordance with the A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

A. **Method of Approach:** The narratives must include the Following:

- A.1 Offeror shall submit written narratives describing their approach to provide the services described in the Scope of Work.
- A.2. Describe how the Offeror plans to develop nutritional meals and snacks. Provide sample menus.
- A.3 Describe how the Offeror will guarantee the quality of the food served.
- A.5. Describe the Offerors plan to provide food storage.
- A.6. Describe the Offerors plan to ensure all employees have Food Service Worker License Cards and meet all licensing regulatory requirements.

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- A.7. Submit sample Menus that demonstrate menu planning, meal patterns, therapeutic diet selection, nourishments and snacks.
- A.8. Describe your computerized menu program that includes nutrition analysis, resident's diet history, food preferences and menu program for on-line food ordering.
- A.9. Describe the Offerors plan to provide Voucher meals, Sack Lunches, Holiday Meals and Special Function meals for residents.
- A.10. Submit sample Diet Manual that includes a list of all diets as well as diet descriptions, calculated calories, and nutrition analysis for each diet including oral nutritional supplements.
- A.11. Describe the Offerors Quality Assurance Program.

B. Offerors Experiences:

- B.1 Submit resumes of each key personnel responsible for providing services under any resultant contract. The resumes shall include at a minimum, but not limited to the following information.
 - a. Identify key personnel including Regional Manager, proposed Food Manager and Registered Dietitian. Include academic background, degrees, licenses and certifications.
- B.2 Provide a detailed description of your firm's experience in State Long-Term Care Facilities and/or State Veteran Homes. The description shall include the following information, at a minimum:
 - a. Detailed description of the history and background of your firm. Include Mission Statement, Purpose and Values Statement.
 - b. Information regarding headquarters office and branch office(s) that will be providing services under this contract. Identify the individual who has overall responsibility for the firm's operations in Arizona.
 - c. Licenses and Permits.
 - d. Specific experience with active State Long Term Care Facilities and/or State Veteran Homes in Food and Nutrition Services.
- B.3 Provide a minimum of three (3) references on **Attachment A, page 44**. References shall be users of State Long-Term Care Facilities and/or State Veteran Homes. Offerors will be scored on the following criteria for each reference:
 - a. Customer's satisfaction with quality of services provided.
 - b. Offerors working relationship with customers.
 - c. Offerors ability to provide services in a timely manner.
 - d. Offerors performance and professional expertise about services provided.

C. Cost :

- C.1. Offeror shall provide firm, fixed prices in the space provided on the **Price Sheet, page 40**. The Offeror shall provide per item charge to encompass all services required herein. Alternate methods of charging may be proposed for consideration, however, you must include the fixed cost and variable cost as your base bid. The Offeror shall also include any additional charges associated with completion of the services as described herein.

D. Conformance with Terms and Conditions:

- i. Offerors shall clearly state their understanding and acceptance of all Uniform and Special Terms and Conditions. Offerors taking exceptions may propose alternate language for ADVS considerations. Exceptions taken to the Uniform and Special Terms and Conditions may negatively effect ADVS evaluations of the offerors proposals.

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7. **Offeror's Responsibility:** The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that ADVS is under no obligation to solicit such information if it is not included with the Offerors proposal. Failure by the Offeror to submit such information may cause an adverse impact on the evaluation of the Offerors proposal.
8. **Clarifications:** Upon receipt and opening of proposals submitted in response to this solicitation, ADVS may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.
9. **Discussions:** In accordance with A.R.S. 41-2534, after the initial receipt of proposals, ADVS may conduct discussions with those offerors who submit proposals determined by ADVS to be reasonably susceptible of being selected for award.
10. **Confidential Information:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.
11. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve ADVS or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the United Sates shall be performed within the borders of the United Sates. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that arte incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
12. **Federal Immigration Laws, Compliance by State Contractors:** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance wit the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.
13. **Vendor Registration:** Prior or issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9 Form on file with the Financial Services Division. No payments shall be made until the forms are on file. The W-9 Form may be accessed through the ADOA General Accounting website www.gao.state.az.us/vendor/.
14. **Inquiries:** Any questions related to a solicitation must be directed to the Buyer whose name appears on the first page. Questions should be submitted in writing when time permits. The Buyer may require any and all questions to be submitted in writing at the Buyer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page, and paragraph number. However, the Offeror must not place the solicitation number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due date and time.

	<p style="text-align: center;">Uniform Terms and Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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- 1 Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 *"Contractor"* means any person who has a Contract with the State.
 - 1.5 *"Days"* means calendar days unless otherwise specified.
 - 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation**
- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.

	<p style="text-align: center;">Uniform Terms and Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the

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State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
 - 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price offered by the, contractor
 - 4.5.2 Cancel the Contract
 - 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

	<p style="text-align: center;">Uniform Terms and Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2 Force Majeure shall not include the following occurrences:

- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended

	<p style="text-align: center;">Uniform Terms and Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

	<p style="text-align: center;">Uniform Terms and Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about

	<p style="text-align: center;">Uniform Terms and Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

	<p style="text-align: center;">Special Terms & Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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1. **Purpose:** Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Arizona Department of Veterans' Services intends to establish a contract for the Dietary Services for the Arizona State Veteran Home in accordance with the terms and conditions outlined in the RFP.
2. **Term Of Contract (1 Year):** The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.
3. **Contract Extension (4 Years):** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to one year for a maximum of four (4) years. The contract term shall not exceed a total of five (5) years from the effective date of the contract.
4. **Contract Type:**
☒ Fixed Price
5. **Licenses:** The Contractor shall maintain in current status, all VA, Federal, State and local licenses and permits required for the operation of the business conducted by the contractor. ADVS shall provide and maintain the health permit per regulatory agencies for the Arizona State Veteran Home.
6. **Americans with Disabilities Act of 1990:** The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

7. **Contract Implementation Meetings:** Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. The meetings will be at the discretion of the agency. The contractor will be notified in advance of the meeting(s) time, frequency, and locations to ensure all appropriate contract staff and representatives attend. The State reserves the right to decline conference call attendance or participation.
8. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.
9. **Price Adjustment (Annual):** ADVS may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. ADVS shall determine whether the requested price increase or an alternate option is in the best interest of the State. The Arizona State Veteran Home Purchasing Department along with the Arizona State Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested.
Pricing adjustments may be made due to projected work volume fluctuations, such as the ADVS Veteran Home resident loads. Price adjustments will be reviewed if the patient load increases by ten percent (10%) or greater. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with a decrease in Veteran Home residents, or reduced costs from their suppliers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

10. **State Property Protection:** Offeror shall protect its equipment from damage and shall protect state property from

	<p style="text-align: center;">Special Terms & Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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damage or loss in connection with performance of this contract. The Offeror shall be liable for any damage, injury or loss caused by its operations or those of its employees.

11. **Estimated Usage:** ADVS anticipates considerable activity resulting from contract that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning usage actually acquired and this fact should be taken into consideration by each potential contractor.
12. **Safety Standards:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and the National Fire Protection Association Standards.
13. **Stop Work Order:** ADVS may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called by this Contract for period(s) of days indicated by ADVS after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage.
14. **Confidentiality Records:** The Contractor shall establish and maintain procedures and controls acceptable to ADVS for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
15. **Contract:** The contract between ADVS and the Contractor shall consist of the solicitation as amended, any request for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any request for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, ADVS reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by written clarification, if any, the solicitation shall govern.
16. **Independent Contractor:** The Contractor shall represent himself as an independent contractor and shall not represent himself as an employee of the State. The Contractor shall be responsible for all taxes, FICA, employee fringe benefits, workers compensation, and employee insurances.
17. **Amendments:** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used, construed as an amendment, modification or supplementation to the contract.
18. **Availability of Funds For Next Fiscal Year:** Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year

	<p style="text-align: center;">Special Terms & Conditions</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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until funds are made available for performance of this contract.

19. **Cancellation:** The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

20. **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase

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additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Veterans' Services, 3839 N. 3rd Street, Suite 209, Phoenix, AZ 85012, Attn: Barbara Dull** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Veterans' Services, 3839 N. 3rd Street, Suite 209, Phoenix, AZ 85012 Attn: Barbara Dull**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

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- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
23. **Federal Immigration Laws, Compliance by State Contractors:** By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verifications forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the state suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

22. **E-Verify Requirement:**

1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 2. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.
23. **Health Insurance Portability And Accountability Act Of 1996 (HIPAA):** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Veterans' Services (ADVS) in the course of performance of the contract so that both the ADVS and Contractor will be in compliance with HIPAA and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADVS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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24. Pandemic Contractual Performance:

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

25. **Offshore Performance Of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

26. Personnel:

It is essential that the contractor provide adequate experienced key and essential personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. “Key Personnel” is defined as directors, managers and supervisors that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports. “Essential personnel” is defined as the staff required completing the assigned task. All services provided to the must be in compliance with all rules, regulations, processes and procedures as defined by CMS, State Assurance and Licensure, Office of Behavioral Health, CDC, EPA, Maricopa County, City of Phoenix, Policies and Procedures and HIPAA regulations. All employees shall be legal residents of the United States and shall provide proof prior to commencing work at the Arizona State Veteran Home.

Contractor shall submit an organizational chart and staffing plan, including an emergency contingency plan, for the company. The plan shall include, but not be limited to, the listing of individuals and/or positions which shall be working at the, the number of full-time equivalent (“FTE’s”) staff required for each position to complete the stated services for Dietary, the work area within the selected the selected service and the number of hours each shall work daily. The organizational chart and plan must be updated and submitted to the Arizona State Veteran Home Administrator with a copy to agency Chief Procurement Officer for approval as changes occur in staffing levels or at a minimum annually.

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For supervisory and management positions, Contractor shall submit the name, title, and resume of the employee's education and work experience pertaining to the specific services they will be providing according to the Proposal. Within ten (10) days of contract award, the Contractor shall provide the telephone number(s) and e-mail addresses of all key personnel who will be working at ASVH, including the scheduling and supervising staff, and the staffing schedule.

Upon request from the Arizona State Veteran Home, senior management shall visit the to observe operations and meet with management.

Contractor's key personnel, and additional personnel as deemed necessary by the Arizona State Veteran Home, must be able to read, write and speak the English language so as to be able to communicate effectively with staff and patients. There shall be at least one (1) key and essential employee on each shift on site who shall meet this requirement.

All Contractor employees shall be required to attend New Employee Orientation training prior to beginning any work at the Arizona State Veteran Home.

The Arizona State Veteran Home reserves the right to refuse any personnel to be hired by the Contractor. The Arizona State Veteran Home shall have the right to be involved in the interview and selection process of Contractor employees that shall work at the Home.

The Contractor agrees that once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to the Home Administrator or agency Chief Procurement Officer.

- 26.1 Upon award of a contract, ADVS shall require that the selected vendor interview and consider ADVS employees who currently work in Food service positions for employment opportunities who may be displaced as a result of this contract.
See Exhibit B, page 45.

27. **Continuous Service**

The Contractor shall plan to provide continuous service, with no interruption, when a key or essential person is not available for work under the contract. Reasons for not working includes, but shall not be limited to, termination, reassignment, training, and other work related reasons, such as vacation, illness or family leave. The Contractor plan shall include the minimum number of staff required to provide the service and shall identify cross utilization, based on skills, experience and certification. At contract award, Contractor shall submit a copy of its plan for continuous service.

The Contractor shall immediately notify the Home Administrator in writing, and shall, subject to the concurrence of the Home Administrator, hire or replace such personnel with personnel of substantially equal ability and qualifications within a maximum of fourteen (14) calendar days from the date of notification to ensure seamless service. If a position is sub-contracted until a full-time employee is hired and trained, this shall not result in additional cost to ASVH.

28. **Employee Termination Process** The Contractor is required to have in place a termination/exit interview process, including but not limited to, the return of Arizona State Veteran Home keys, access card, or other Arizona State Veteran Home supplies or equipment. Upon contract award, the Contractor shall submit a copy of their plan and revised copies if the plan changes. The plan shall meet the Arizona State Veteran Home policy.

29. **Employee Productivity** The Contractor is required to have a plan to measure employee productivity and the methodology to determine if staffing levels need to be revised to meet the contract requirements and the needs of the Arizona State Veteran Home. Upon contract award, the Contractor shall submit a copy of their plan and revised copies if the plan changes

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30. **Self Inspection and Quality Control** The Contractor is required to have a plan for self-inspection and quality control for all assigned tasks. The Contractor shall be able to demonstrate that requested work has been completed in a timely and quality conscious manner. Upon contract award, the Contractor shall submit a copy of their plan and revised copies if the plan changes.
31. **Contractor Employee Training Programs** The Contractor is required to have an employee-training program that assists employees in improving their knowledge concerning the specifics of their job and providing customer service that meets or exceeds the Arizona State Veteran Home's expectations, including new employee orientation. All key and essential personnel must have established competencies and submit proof to the Veteran home yearly.
32. **Attendance At Meetings** The Contractor shall be required to attend all scheduled meetings as requested by the Arizona State Veteran Home. Meetings may include, but are not limited to, Regulatory Compliance Executive Management Team and Performance Improvement Meetings, such as visits by CMS, Arizona State Veteran Home Management reserves the right to request attendance by a Regional Manager, or the equivalent senior manager, at these meetings.

Emergency meetings may be called at the discretion of Arizona State Veteran Home Management for key Contractor employees without prior notice

33. **Issue Resolution** The Contractor is required to have a plan to handle issues that need to be elevated to Regional or Corporate Management within the company for research and resolution. Upon contract award, the Contractor shall submit a copy of their plan and revised copies if the plan changes
34. **Employee Uniforms and Veteran Home Access** The Contractor is required to prepare and submit a detailed plan to provide a secure working environment, including but not limited to employee uniforms and identification. The Veteran Home Security shall easily recognize all Contractor employees. Upon contract award, the Contractor shall submit a copy of their plan and revised copies if the plan changes.

All Contractor employees working at the Veteran Home shall pass background and fingerprinting checks prior to commencing work at the Veteran Home. The Home reserves the right to deny access to any employee.

Identification badges shall be issued by the Home to Contractor employees. Badges are non-transferable and shall not be shared or used by anyone other than the designated ID card user. Contractor employees shall wear and display their ID badge at all times while on ASVH property. The Food Manager shall be required to attend ASVH orientation.

All Subcontractors are required to sign in with the security control officers upon arrival and departure at the Home each day. Subcontractors will be issued a Visitor badge, which shall be worn and displayed at all times.

Lost or stolen badges must be reported to Home Security immediately so that a new one can be issued.

In the event the Contractor or any of its employees loses keys issued for the purpose of providing services, the Contractor shall be responsible for any cost incurred for replacement of keys or re-keying of the locks. Keys shall not be duplicated at any time.

35. **Outside Support Services** At contract award, the Contractor is required to submit a plan for outside support services, if necessary, to meet contract compliance. For example, outside support services may be required in a power outage for transportation of food and water to the Hospital so that service to the patients and residents is not interrupted

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36. **Hazardous Material Storage** At contract award, the Contractor shall submit a plan to store all hazardous materials as defined by the EPA, state and local rules and regulations. The Contractor shall identify the hazardous materials they will be using in the performance of the contracted services. The plan shall be updated periodically at the Home's request. The Home will provide a central area for disposal of all hazardous materials. Material Safety Data Sheets shall be provided for each hazardous material stored or used at the Hospital. The Home reserves the right to review the MSDS information at any time. All chemicals shall be transported in containers that will ensure proper safety and protection for residents and the Veteran Home staff.
37. **Vendor Performance Reports** The Arizona State Veteran Home management shall document vendor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Chief Procurement Officer for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Home Administrator for approval of the plan.
38. **Customer Satisfaction** The Home may design and conduct a Customer Satisfaction Survey with residents and staff periodically to determine Contractor customer service satisfaction levels.. The Home shall distribute the survey to residents or staff at its discretion. Surveys will be returned to the Home Administrator for tabulation and evaluation. The Home shall share the results of the survey with the Contractor. Any deficiencies shall be noted and the Contractor shall submit a corrective action plan to the Chief Procurement Officer and Home Administrator.
39. **Measuring Service Effectiveness** The Contractor shall make all records pertaining to the service(s) being provided available to the Arizona State Veteran Home. Contractor shall assist in providing any information necessary to the Home to evaluate the effectiveness of the services provided. All financial records, including but not limited to payroll records, invoices for supplies, payments for materials, and payments to subcontractors shall be eligible for review. Any and all documents may be audited at any time through the term of the contract and up to five (5) years after contract termination within fourteen (14) business days, if requested.
40. **Performance Bond** For the duration of the Contract, the Contractor shall furnish Contract Performance security in the form of a Performance Bond per §A.R.S. 412574 for one hundred (100%) percent of the annual total price to guarantee faithful performance of the Contract. The performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Home within ten (10) calendar days from receipt of notice of award. If the Contractor fails to execute the security document, as required, the Contractor may be found in default and the contract terminated. In case of default, the state reserves all rights to recover damages as provided by law.
41. **Office Equipment & Space** The Contractor is responsible to provide any computers, fax machines, printers, copiers or office supplies needed for the provision of services under the contract. The Contractor may also negotiate to use ADVS owned equipment when such equipment is available. Contractor Hardware and Software shall be compatible to ADVS equipment for the purpose of submitting data, reports or other related communications, including but not limited to Windows operating system, PC based, Microsoft Office Software, access to the Internet and E-mail.

ADVS will provide LAN access for reporting purposes via an ADVS owned computer. Upon contract award the Home will train Contractor employees and provide the necessary ID's and passwords to access the software to key personnel.

The ADVS shall provide office space as necessary.

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42. **Compliance Risk** The Arizona State Veteran Home cannot operate, or will sustain punitive damages in the event of unsatisfactory surveys by the various regulatory agencies. Any direct penalties from a Survey or indirect cost from a negative survey resulting from Contractor duties and requirements specified within the entire Contract shall be passed to the Contractor.

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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Introduction: The Arizona Department of Veterans' Services intends to establish a contract for the materials and services listed in the RFP.

Background: The Arizona Department of Veterans' Services (ADVS), Arizona State Veteran Home (ASVH), operates a skilled nursing facility located at 4141 N. 3rd Street, Phoenix, Arizona 85012. This location is a 200-bed facility. The ASVH is in operation seven days a week, 24-hours a day. This is a state-owned and operated facility built to serve the long-term needs of the veterans (and spouses) of Arizona.

The 200 beds are divided into four 50-bed units with one hundred fifty (150) skilled beds and a 25-bed Alzheimer's unit with 25-bed transitional rehabilitation care unit. There are 49 Medicare certified beds in the facility. Each resident room has free cable t.v., DVD player, and free local phone service. There is a centralized nursing station on each unit.

A totally committed and comprehensive nursing care program is administered 24 hours a day, seven days a week. ASVH staff offers the best in physical therapy, occupational, speech therapy, and respiratory therapy, rehabilitative work and exercise classes.

The services provided by the Arizona State Veteran Home must adapt to meet the ever-changing health care needs of the population served. Care provided at the Arizona State Veteran Home is based on the most currently accepted knowledge, practices, and technologies implemented through skilled personnel. In all levels of care, interdisciplinary approaches are planned with the resident and/or family to meet his or her needs. Programs are aimed at meeting long-term health care needs and encouraging wellness through preventive and rehabilitative services offered to assist in attaining and maintaining an optimal level of functioning.

Age, disability, or terminal illness should not limit the individual's right to experience life to the fullest extent possible. Despite the complexity of care required and the degree of disability, the Arizona State Veteran Home strives to provide care that promotes the resident's dignity, self-determination, happiness, and well-being in a home-like environment. Basic to the emphasis is fostering the individual to be a self-determining and independent as possible.

The Arizona State Veteran Home is committed to quality care. It is important to anticipate trends in care needs and plan services to meet those trends, evaluate the care provided, research new approaches, and update programming. The Arizona State Veteran Home has the responsibility to share findings with others involved in long-term health care services.

Objective: Conduct the management of dietary operations at the Arizona State Veteran Home including but not limited to kitchen operations and dietary clinical support services.

Scope of Work: The Contractor shall provide Food Purchase, Preparation and Nutrition Services as requested by the State. Contractor shall perform all services in accordance with all rules and regulations as stipulated by all governing Federal, State, VA and local regulatory agencies including CMS, FDA, State Licensure, Office of Behavioral Health, Maricopa County, City of Phoenix, & HIPPA regulations. Dietary services include but are not limited to, food production and purchase, inventory control, stock rotation, storage, refrigeration and transportation of food, supplies and materials, cook and serve meals, including special dietary requirements, sanitation of the kitchen, kitchen areas, collection of food waste and food waste disposal, management and coordination of equipment maintenance with the Veteran Home contractors, enforcement of all rules and regulations, following Hazard Analysis Critical Control Point rules, clinical services, resident assessments and consultations, resident and staff education, and support of picnics, cookouts, conference and other special events. The Contractor shall furnish all supervision, labor, materials, food, equipment, tools, supplies, chemicals and vehicles necessary to provide the required service, except equipment that is permanently located in the dietary kitchen area. All equipment, machinery and space used shall be solely for the support of the Home and related programs, unless otherwise approved in writing by the Procurement Office.

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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The Offeror shall be required to perform the following tasks so that all requirements are met to the satisfaction of ADVS.

1. Food

- 1.1. Three (3) meals (Breakfast, Lunch, Dinner) shall be served daily during scheduled meal periods, seven (7) days a week, with no more than a fourteen (14) hour span between dinner (last meal of day) and breakfast (first meal of following day).
- 1.2. Nourishments and H.S. snacks shall be provided to all ASVH residents in accordance with A.A.C. Title 9, Chapter 8, Article 1. Not less than three (3) routine between-meal snacks per day shall be provided for ASVH residents.
- 1.3. Nourishments & Snacks include between meal snacks such as sandwiches, crackers, fruit, puddings, yogurt, ice cream cups and other like food items, to include diabetic alternatives. ASVH residents require 3 snacks per day.
- 1.4. Floor supplies for nourishments shall be delivered to and/or stocked in the Nourishment rooms on 4 (four) units in accordance with ASVH policy and procedure.
- 1.5. Food shall be served attractively, at appropriate temperatures, with appropriate eating utensils, and in a form to meet individual resident needs.
- 1.6. Food Quality: Guarantee the quality of the food served. Meet or exceed FDA and Department of Agriculture requirements for all fresh, frozen, bottled or canned foods. Dented cans shall be rejected. Food products must have a nutritional label.
- 1.7. Raw Food Specifications:
 - a. Beef, lamb, and veal – USDA Choice
 - b. Pork – U.S. #1
 - c. Poultry, and dairy products – Grade A
 - d. Canned Vegetables - Choice
 - e. Frozen Vegetables – Choice or Fancy
 - f. Fresh Produce - #1 Quality
 - g. Eggs- Grade “A” Pasteurized

It is expected that all raw food will be of good quality.

- 1.8. Contractor shall maintain on the premises at least one week’s supply of staple foods and at least three days’ supply of perishable foods. Food supplies shall meet the requirements of the weekly menu, including the therapeutic diets ordered. Contractor shall supply a disaster menu and maintain at least a three-day supply of disaster food and supplies for each resident and staff member.
- 1.9. Itemized records of food purchases shall be kept for one (1) year and made available for review by the Contract Manager, Administrator, or other Department representative.

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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1.10 Contractor shall keep food and storage areas clean and sanitary at all times. All foods or food items not requiring refrigeration shall be stored above the floor; on shelves, racks, dollies, or other surfaces which facilitate thorough cleaning; in a ventilated room not subject to sewage or waste water backflow or contamination by condensation, leakage, rodents, or vermin. All packaged food, canned foods, or food items stored shall be kept clean and dry at all times. All kitchen areas shall be kept clean, free from litter and rubbish and protected from rodents, roaches, flies, and other insects. Kitchen waste shall be disposed of promptly by mechanical means or in tightly closed containers and shall be disposed of as frequently as required to prevent a nuisance or unsightliness.

1.11 Contractor and Contract Manager or designee shall take inventory of all food on hand as of the start date. Such inventory shall be completed prior to the start of the contract. Both the Contractor and Contract Manager shall sign an inventory sheet indicating mutual agreement as to what is listed on the inventory sheet. Both parties shall retain a signed copy of said inventory sheet. At the end of the contract period, Contractor and Contract Manager shall use the starting inventory sheet and take a closing inventory. Contractor shall be responsible for replenishing inventory with comparable stock back to the starting level.

2. Contractor shall provide centralized tray line system for tray delivery to ASVH residents that are unable to dine in the dining rooms.

3. Contractor shall deliver trays to specified residents in the 4 units in food carts. The ADVS desires to create a Socialize Fine Dining experience for the residents of the Home.

4. Contractor shall maintain and update a daily list of ASVH residents requiring tray delivery service.

5. Tray tickets or tray cards shall be provided on each tray with resident name, room number, diet order, allergies and preferences.

6. Menus

6.1. All menus (regular and therapeutic) shall be written no less than one week in advance, dated and posted in the kitchen, dining room, lobby, and bulletin boards on units at least one week in advance.

6.2. The menu shall include foods of the quantity and quality that meets each resident's needs in accordance with Title 42, Chapter IV, Part 483.35 Dietary Services, ASVH policy, Diet Manual, physicians' orders and the most current edition of "The Recommended Dietary Allowances" adopted by the Food and Nutrition Board, Institute of Medicine, National Academies.

6.3. Five-week facility-specific cyclical menus with two seasonal variations (Spring/Summer, April 1—September 30; and Fall/Winter, October 1 – March 31) shall be provided for the regular diet with meal patterns/diet extensions with serving sizes for each therapeutic diet.

6.4. The Daily Specials/Alternates Menu shall be used in conjunction with the cycle menu.

6.5. Menus shall provide a variety of foods and incorporate ethnic/cultural choices.

6.6. Menus shall include a variety of seafood, beef, poultry, veal and pork every week. The State recommends three (3) ounces of meat, seafood or poultry served per portion every lunch and dinner meal.

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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- 6.7. The menu for each lunch and dinner meal shall include a choice of two entrees, one of which consists of a hot seafood, beef, poultry, veal or pork entree.
- 6.8. Menus shall be varied for the same day of consecutive weeks.
- 6.9. If a meal served varies from the planned menu, the change and reason for the change shall be noted in writing on the posted menu.
- 6.10. Menus shall be adjusted to include seasonal commodities.
- 6.11. Menus shall be planned with consideration of religious, ethnic, and cultural background and food habits of residents.
- 6.12. Computerized menu program shall perform nutritional analysis of regular, therapeutic texture and special diets. Generate tray tickets or tray cards to be provided on each tray with resident name, room number, diet order, allergies and preferences.
- 6.13. Menu program shall perform on-line food ordering.

7. Meals

- 7.1. Meal Service Records: Contractor shall retain copies of menus and spreadsheets as served and meal count records for one (1) year on file at the facility.
- 7.2. Voucher Meals: Voucher Meals are Meal tickets that shall be provided for Volunteers in accordance with ASVH policies. They shall be billed on a separate monthly invoice.
- 7.3. Sack Lunches: Resident sack lunches shall be available upon request. Sack lunches shall be considered a replacement meal and shall contain nutritious selections. They shall be provided to any residents scheduled to be away from the Home during the meal period.
- 7.4. Holiday Meals: Provide holiday meals. Holidays include, but are not limited to, New Year's Day, Valentines Day, Easter Sunday, Cinco De Mayo, Memorial Day, St. Patrick's Day, June Teenth, Independence Day, Veterans' Day, Thanksgiving Day, Halloween, and Christmas Day.
- 7.5. Special Functions: Coordinate all special functions, such as picnics, recognition events, resident parties, rehabilitation activities and cookouts. These special functions may serve as meal replacements.
- 7.6. Food Allergies: Provide alternative meals or identical meals with substitute ingredients for residents suffering from identified food allergies.
- 7.7. Contractor shall bus tables after food service is complete and return dining room area to prior meal conditions.

8. Nutritional Analysis:

- 8.1. Diet Manual: A current therapeutic Diet Manual, approved by the Contract Manager and the WINS Committee (Weight Intervention Nutrition Support) shall be provided and distributed in accordance with the facility's policies. The Diet Manual should be reviewed annually and updated as required. The Diet Manual shall include a list of all diets as well as diet descriptions, and calculated calories, carbohydrates, protein and fat for each diet. Diets shall include Regular, Modified Chopped,

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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Mechanical Soft, Dysphasia, Pureed, Full Liquid, Clear Liquid, Fortified, High Protein, High Fiber, Bland, Low Fat Low Cholesterol, Sodium Controlled (NAS, Low Salt, 2 gm sodium), Carbohydrate controlled (Consistent Carbohydrate, 1200 calorie, 1500 calorie, 1800 calorie, 2000 calorie, 2200 calorie, 2400 calorie), Vegetarian, and Renal.

8.2. The Diet Manual shall include a description of the oral nutritional supplements (formulary).

8.3. Nutrition Analysis: The Diet Manual shall include nutritional analysis of regular, therapeutic texture, and special diets. Analysis shall include the average of total calories as well as percentages of carbohydrates, protein, and fat for each diet.

9. Recipes: Contractor shall provide, upon request, a Recipe Manual with recipes for all items that are prepared for regular, therapeutic texture, and special diets. The Recipe Manual shall be available and used to prepare attractive and palatable meals in which nutritive values, flavor, and appearance is conserved.

10. Equipment:

10.1 ASVH Owned Equipment: Major kitchen equipment is provided by the Arizona State Veteran Home. Contractor shall purchase and provide all additional equipment necessary to perform the dietary services. Contractor and Contract Manager or designee shall take inventory of all china, flatware, pots and pans and kitchen/food service equipment on hand as of the start date. Such inventory shall be completed prior to the start of the contract. Both the Contractor and Contract manager shall sign an inventory sheet indicating mutual agreement as to what is listed on the inventory sheet. Both parties shall retain a signed copy of said inventory sheet. At the end of the contract period, Contractor and Contract manager shall use the starting inventory sheet and take a closing inventory. Contractor shall be responsible for replenishing inventory with comparable stock back to the starting level.

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model #</u>
Dishwasher	Hobart	C-44A
Mixer	Hobart	D300T
Blender/Mixer	Robot Coupe	Blixer 6
Microwave	Amana	RCS10MPA
Ice Machine	Manitowoc	QE0802A
Steam Table	Wells	500DM
Blender	Hamilton Beach	HBB250SR
Plate Warmer	Aladdin Temp Rite	DH07
Kettles	Southbend	GMT-10-6
48" Range with Griddle	Southbend	348EE-2GR
Convection Oven	Vulcan	VC44GD
Roll-In Refrigerator	True Food	TR1RR-1-1S
Reach-In Refrigerator	True Food	T-23
Gas Fryer	Vulcan	2XG45DF
Conveyor Toaster	Hatco	TQ-1800H
Heated Cabinet	Alto-Sham	1000-UP/STD

10.2 Equipment Safety Process Operate kitchen machinery and equipment in a manner that shall ensure the safety of ASVH residents, staff, visitors and Contractor's employees at all times. Wear and/or use safety apparel, such as aprons, potholders, rubber sole shoes and plastic gloves, when operating equipment

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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where injuries may occur. Employees shall dress appropriately and wear uniforms and equipment that meet or exceed food service safety and health standards required to fulfill the dietary Scope Of Work.

- 10.3 Contractor Owned Equipment: Provide and purchase all equipment and vehicles necessary to perform and support a full array of dietary services required. Provide all supplies to operate the equipment and vehicles. Replace lost or damaged equipment so that services to the Home are not interrupted. All equipment and vehicles owned and used by Contractor's employees to perform the services shall be in good working condition and shall conform to required safety standards.
- 10.4 Damage Repairs to Home Structures: Prepare and submit an Incident Report to the ASVH Administrator for any and all damage to any ASVH structure or equipment caused by the Contractor, its employees or subcontractors. Repair and restore the structure or equipment to the original state at the Contractor's expense
- 10.5 Pest Control: Contractor shall coordinate pest control service with the ASVH Engineering Department to maintain a bug- and vermin-free environment for residents and staff. Report any ant, black widow spiders, roaches or vermin to the Engineering Manager

11. Kitchen Cleaning

- 11.1 Contractor will supply all cleaning chemicals and equipment, including mops, bar towels, liquid hand soap, paper towels and trash can liners. Cleaning responsibilities shall be as follows:

<u>Area</u>	<u>Contractor</u>	<u>HOME</u>
<u>Kitchen</u>		
Floors.....	C	
Walls.....	C	
Equipment.....	C	
Refrigerators and freezers.....	C	
Vents.....		H
Hoods.....		H
Ceiling.....	C (Routine)....	H (Deep Cleaning)
Ductwork.....		H
Light replacement.....		H
<u>Storage Areas</u>		
Floors.....	C	
Walls.....	C	
Ceiling.....	C (Routine)....	H (Deep Cleaning)
Shelving.....	C	
<u>Dining Rooms</u>		
Furniture.....	C	
Equipment.....	C (Routine)....	H (Deep Cleaning)
Floors.....		H
Windows/walls.....		H
Ceiling.....		H
Drapery.....		H

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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Receiving/Dock Area

Pick-up/spot mop.....C

Daily cleaning.....C

12. Employees

- 12.1 Contractor shall provide and maintain an experienced Food Manager for ASVH. The State requires a Certified Food Manager on staff for our facility. They must be certified through the Maricopa County Environmental Health Division.
- 12.2 Contractor shall notify Contract Manager of any changes in managerial or supervisory personnel affecting the Home's food service operations. Any changes in grade levels or numbers of staff require prior notification to the Contract Manager. Key personnel shall be replaced with individuals possessing comparable technical knowledge, experience, and qualifications in scope, breadth, and depth to those originally accepted as part of the Contractor's bid proposal.
- 12.3 Contractor shall monitor employee use of State telephones. State telephones shall not be used except as authorized for business purposes.
- 12.4 Contractor shall maintain a list that shall include, as a minimum, the employee's Social Security Number (SSN), citizenship or immigration status, home address, and telephone number. All employees of the Contractor shall be required to have a valid SSN.
- 12.5 Contractor shall verify that all its employees who work at ASVH are at least 18 years of age.
- 12.6 Contractor shall screen and hire personnel possessing no less than the minimum qualifications in food service for a Certified Food Manager. The Home requires all employees to have English speaking and comprehension ability. The Contract Manager may request to be a part of the hiring interview process. Any person considered by the Contractor for employment at the Veterans Home who has been terminated from employment by the State, or who resigned under unfavorable circumstances, shall not be hired for work unless the Contract Manager gives written approval.
- 12.7 Contractor shall be responsible for maintaining standards of employee appearance, competency, conduct, and integrity as per A.A.C. Title 9, Chapter 8, Article 1. Food service staff is expected to wear clean clothing/uniforms, caps, or hairnets. Uniform cost shall be at the Contractor's expense.
- 12.8 Contractor shall implement appropriate corrective measures or disciplinary action with respect to its employees as required, and communicate actions taken to the Contract Manager.
- 12.9 Contractor shall provide the necessary staff and supervision to perform the required service in a safe, professional, and timely manner for the resident population of the Veterans Home. The Contract Manager shall periodically review staffing for compliance.
- 12.10 Contractor shall maintain employee personnel records on site for each employee. At a minimum, the record shall include:
 - a. A criminal record check
 - b. Fingerprinting of employees. A.R.S. 36-411
 - c. A signed and dated application for each employee, including reference check
 - d. A company training record file
 - e. Copies of current results of PPD and Physical Exam

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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f. Copies of current Food Service Worker License Card

- 12.11 Contractor and Contractor's staff shall wear identification supplied by ASVH. Contractor shall also comply with the Home's parking, sign-in policy and dress code requirements.
- 12.12 Contractor shall comply with their professional code of conduct at all times.
- 12.13 Contractor shall comply with the Home's infection control policies and procedures.
- 12.14 Contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), the Home's compliance plan, as well as State and Federal requirements for privacy protection. Contractor shall follow the Home's procedure(s) in compliance with HIPAA for protection of resident's privacy.
- 12.15 Contractor shall arrange for employees to attend the Home's facility orientation prior to on-site assignment.
- 12.16 Contractor shall train its entire staff in basic food sanitation techniques as set forth in A.A.C. Title 9, Chapter 8, Article 1 and consistent with Hazard Analysis of Critical Control Points (HACCP).
- 12.17 Contractor shall maintain training records and reports that shall be made available upon request by state and/or federal agencies.
- 12.18 Contractor shall provide management oversight to ensure its employees exercise all necessary caution to avoid injury to self or other persons, or damage to any property.
- 12.19 Contractor shall implement safety policies and procedures for Contractor's employees.
- 12.20 Contractor shall immediately relieve an individual of further duties and involvement with the Agreement for any act detrimental to the Veterans Home's mission to provide care and protection to its residents. This shall include any act of abuse to persons or property, or any act of theft or drug abuse. Contractor shall inform the employee not to return to the ASVH unless authorized. Contractor shall immediately inform the Contract Manager of any suspension or termination actions.
- 12.21 Contractor shall make available upon request a Contractor's management representative to attend all exit conferences of accrediting, licensing, and review agencies, including external agencies for discussion with surveyors, and perform any follow-up actions required in a timely manner. The representative shall also be available for any of the Veterans Home committees as determined by the Contract Manager.
- 12.22 All of the Contractor's employees shall participate in emergency drills.
- 12.23 Contractor shall perform all work in strict compliance with the Agreement and all pertinent VA, federal, state, and local laws and regulations, as well as company and facility policies and procedures. Contractor shall keep abreast of and comply with changes in any regulation, policy, procedure(s) and/or code(s) applicable to this contract.
- 12.24 The Contractor shall ensure that all employees assigned to work at ASVH have a T.B. tuberculin screening before commencing work and yearly thereafter. The Contractor shall be responsible for the cost of the T.B. test for their employees. Contractor shall provide results to ASVH on a yearly basis.

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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- 12.25 All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the ASVH.
- 12.26 The ADVS shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual.
- 12.27 Contractor shall ensure that all employees have a current two-step PPD test and physical examination prior to starting work. The initial physical examination and PPD test and subsequent annual physical exam and PPD tests shall be at the Contractor's expense. Failure to comply with the physical examination and PPD requirements will disqualify an individual from employment at the Home.

13. Nutrition Care Support: Contractor shall maintain a program that assures:

- 13.1 Nutrition care screening of newly admitted residents with quarterly and/or annual review, and maintenance of a current Nutrition care profile of each ASVH resident in accordance with facility policy and procedure, pertinent VA, Federal, State, and local laws and regulations.
- 13.2 A program of routine visitation of all ASVH residents to record food preferences, observe general acceptance of meals, and assure dining environment meets regulatory requirements, resident needs and facility standards.
- 13.3 A qualified Dietetic Technician shall routinely provide dietary input into resident care planning to the Care Plan Committee in consultation with the Registered Dietitian. The Dietetic Technician shall attend meetings in the absence of the Registered Dietitian.
- 13.4 Dietary input into resident care planning and to the Care Plan Committee in consultation with the Registered Dietitian.
- 13.5 A monthly program of Quality Assurance (QA)/Continuous Quality Improvement (CQI) that includes, but is not limited to:
 - a. Tray Service Temperature and Accuracy Audit
 - b. Diet Order Accuracy Audit
 - c. Resident Satisfaction Survey
 - d. Resident Dining and Meal Service audit.

14. Clinical Nutrition Operational Services

- 14.1 Staffing Determine the needed nutrition staff to fulfill the Home's clinical nutritional and high- risk resident staffing requirements. After contract award, submit the final staffing plan to the Home for review and approval. Have on staff at all times a Registered Dietician and a Dietician Tech with experience in providing clinical nutrition services to an at risk population. The Registered Dietician shall take direction from the referring physician as it pertains to specific patient diets or required changes to calorie, fat, sodium, cholesterol, protein, daily essential vitamin or carbohydrate content to meals.
- 14.2 Audit and Review Provide audit of patient assessments and nutritional care plans conducted by the registered dietitians for meal preferences, meal consumption and food selection to ensure quality services. Engage outside subcontractors to audit resident charts to ensure compliance with CMS standards, if deemed appropriate by the Home or the regulatory agencies.

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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- 14.3 High Risk Residents Identify “High-Risk” patients and provide intervention to reduce the level of risk. High-Risk patients include but shall not be limited to, those with heart disease, diabetes, obesity (BMI +35), anorexia or bulimia (BMI <18.5) or have a weight or health issue through medication. The Registered Dietician shall determine BMI in conjunction with Home doctors and nurses.
- 14.4 Policy and Procedures Have established Policies and Procedures for the therapeutic aspect of food service available for ASVH review. Provide copies to ASVH Administrator and Nursing Services.
- 14.5 Governing Agencies Comply with all components of CMS and HACCP related to food service and nutrition. Adhere to all current and revised standards and train staff on those standards. Correct any deficiencies identified by all regulatory agencies including but not limited to, ASVH, CMS, VA, and State Licensure.

15. Contractor Management Responsibilities

- 15.1 Contractor’s Regional Manager shall meet with the Contract Manager no later than fifteen business (15) days following award notice to implement policies and procedures for the administration of the Contract including, but not limited to, price setting of non-resident meals, tracking of voucher meals, and coordination of special events.
- 15.2 Contractor’s Regional Manager shall meet, at least quarterly, with the Contract Manager to discuss the Contractor’s performance under the terms and conditions and provisions of the Contract.
- 15.3 Contractor’s Regional Manager shall conduct at least monthly scheduled site visits covering no less than three (3) consecutive meals. Such visits shall be coordinated in advance with the Contract Manager.
- 15.4 Should the Home reasonably determine that a malfunction of State-owned food services equipment is due to abuse, negligence, or misuse by the food service Contractor’s staff, the Contractor shall subject such staff to corrective action, discipline, discharge, and/or other lawful action. Where the Home determines misuse or abuse due to negligence or willful intent, Contractor shall be responsible for the cost and payment of necessary equipment repairs or replacement with comparable or better equipment.

16. Arizona State Veteran Home Responsibilities

- 16.1 ASVH shall provide office space, electricity and water to the Contractor, as necessary, for the purpose of rendering services as outlined in the contract.
- 16.2 ASVH shall provide a computer for Contractor use. All Information Technology and A.R.S. status and policies shall apply.

17. Contractor’s Invoices

Invoices for services performed are due to Financial Services Division within thirty (30) days after the end of each month. Each invoice shall be for the full calendar month, for example June 1st through June 30th.

- 18. **Reports and Deliverables:** The following reports shall be required by the Contractor to fulfill the contract obligations. Reports shall be delivered to the Home Administrator on the fifteenth (15th) following the end of the previous calendar month, unless otherwise noted. Contractor shall work with the Administrator on report design

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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to ensure the format meets the Home's requirements for budgeting and contract management purposes. Other reports may be requested by the Home.

- 18.1 Staffing Plan – Within ten (10) days of contract award and upon request thereafter.
- 18.2 Organizational Chart – Annually in addition to Sub-contractors and their provided service.
- 18.3 Cost, Number and Type of Meals Served to residents
- 18.4 Cost, Number and Type of Snacks Served to residents
- 18.5 Employee Listing by Name and Position – this report shall be delivered with each monthly invoice. This report shall include the employee name, department and position.
- 18.6 Weekly menus – ten (10) days in advance of the beginning of the calendar month
- 18.7 Self Inspection/Results
 - 18.7.1 Resident satisfaction
 - 18.7.2 Compliance preparedness
 - 18.7.3 Timelines of all assessments
 - 18.7.4 Timelines of MDS and other documentation
- 18.8 Within ten (10) days of contract award, provide the following, and upon request through the term of the contract.
 - 18.8.1 Telephone numbers and e-mail addresses of key personnel
 - 18.8.2 Continuous service plan
 - 18.8.3 Exit interview and termination plan
 - 18.8.4 Employee productivity plan
 - 18.8.5 Employee competencies
 - 18.8.6 Issue resolution plan
 - 18.8.7 Secure working environmental plan
 - 18.8.8 Pertinent policies and procedures
 - 18.8.9 Outside support service plan
 - 18.8.10 Hazardous materials storage plan
 - 18.8.11 Safe environmental plan
 - 18.8.12 Nutritional assessment plan
 - 18.8.13 Licenses and certifications
 - 18.8.14 Certificate of Liability of Insurance
 - 18.8.15 Performance Bond

19. Notices, Correspondence, Reports, Invoices and Payments:

- 19.1 Invoices shall be submitted within thirty (30) days of completion of work. The invoices shall be sent to the following address:

 Arizona Department of Veterans' Services
 Financial Services Division
 4141 N. 3rd Street
 Phoenix, AZ 85012

	<p style="text-align: center;">Scope of Work</p> <p style="text-align: center;">Solicitation No: VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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Phone: (602) 512-2948 Fax: (602) 265-3497

The Contractor shall inform ADVS in writing and receive approval prior to initiating any significant changes in procedures related to billing, and Scope of Work.

- 19.2 Contract Amendments, Correspondence, Purchase Order inquiries shall be sent to the following address:

Arizona Department of Veterans' Services
Purchasing Office
3839 N. 3rd Street
Suite 209
Phoenix, AZ 85012
Phone: (602) 248-1558 Fax: (602) 222-6687

- 19.3 Invoices shall be paid by ADVS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADVS shall pay the undisputed part according to the payment terms described above.

Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:

Contractor _____

Address _____

Address _____

City, State, Zip _____

20. For Offerors information, the ADVS has attached the following:

- a. Exhibit A, ASVH Census History, Page 44
- b. Exhibit B, ASVH Employee Positions, Page 45
- c. Exhibit C, ASVH Resident Ethnicity, Page 46

	Price Sheet Solicitation No: VSP10-167	ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3 RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax
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Food Purchasing, Preparation and Nutrition Services

Monthly billing for Services shall be based on the Per Diem Rate Schedule below.

The fixed cost is per calendar day. The variable cost is per resident meal and includes nourishments and snacks.

Average Daily Census	Resident Days Per Month	Fixed Cost	Variable Cost
Below 145	At or below 4350	\$	\$
146 – 156	4380 - 4680	\$	\$
157 – 167	4710 - 5010	\$	\$
168 - 178	5040 - 5340	\$	\$
179 - 190	5370 - 5700	\$	\$
191 & above	5730 & above	\$	\$

Voucher Meal Cost: \$_____ per meal.

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

In the event the State exercises its option to renew the contract for additional periods pursuant to the applicable provisions in the Special Terms and Conditions section of this document, the Contractor should provide the maximum percentages of increase or minimum percentage of decrease for each renewal period in the spaces below. The Contractor is cautioned that the percentages shall be computed against the **ORIGINAL** contract price for each renewal period. If the following blanks are not completed, prices during renewal periods shall be the same as during the original. Further, the Contractor is advised that the State of Arizona does not automatically grant any increase at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

1st Renewal Period _____ % Maximum Increase
2nd Renewal Period _____ % Maximum Increase
3rd Renewal Period _____ % Maximum Increase
4th Renewal Period _____ % Maximum Increase

AUTHORIZED SIGNATURE

DATE

	Offer and Contract Award Solicitation No. VSP10-167	ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3 RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax
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OFFER

The Undersigned hereby offers and agrees to furnish the material, service(s) or construction in compliance with all the terms, conditions, specifications any amendments in the Request and any written exceptions in the Offer.

Offeror's Name _____ Street Address _____ City _____ State _____ Zip Code _____ Telephone Number: _____ E-mail Address: _____ Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____ Offeror's Federal Employer Identification Number: _____	Name of Person Authorized to Sign Offer _____ Title of Authorized Person _____ Signature of Authorized Person _____ Date of Offer _____ Facsimile Number: _____ _____ _____
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<u>Acknowledgement of Amendment(s):</u>	Amendment No. Date	Amendment No. Date
(Offeror acknowledges receipt of amendment(s)	_____	_____
to the Request for Proposals and related	_____	_____
documents numbered and dated	_____	_____

Certification
 By signature in the Offer section above, the offeror certifies:
 In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
 In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER AND CONTRACT AWARD *(For State of Arizona Use Only)*

Your Offer is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFP and Your Offer, as accepted by the State.


This contract will henceforth be referred to as Contract No. _____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until you receive an executed purchase order, contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2009

 Barbara Dull, Chief Procurement Officer

	<h1 style="margin: 0;">CERTIFICATE OF INSURANCE</h1>	ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3 RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax				
Solicitation No: VSP10-167						
PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS						
NAME AND ADDRESS OF INSURANCE AGENCY	A	COMPANY LETTER COMPANIES AFFORDING COVERAGE				
	B					
Name And Address of Insured	C					
	D					
This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time						
Company Letter		Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence	
	<input type="checkbox"/>	Comprehensive General Liability				
	<input type="checkbox"/>	Premises Operations				
	<input type="checkbox"/>	Contractual				
	<input type="checkbox"/>	Independent Contractors				
	<input type="checkbox"/>	Products/Completed Operations				
	<input type="checkbox"/>	Personal Injury				
	<input type="checkbox"/>	Broad Form Property Damage				
	<input type="checkbox"/>	Explosion & Collapse (If Applicable)				
	<input type="checkbox"/>	Underground Hazard (If Applicable)				
	<input type="checkbox"/>	Comprehensive Auto Liability Including Non-Owned (If				
	<input type="checkbox"/>	Umbrella Liability				
	<input type="checkbox"/>	Workmen's Compensation and Employer's Liability				
	<input type="checkbox"/>	Other				
State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.			It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.			
Name and Address of Certificate Holder:			Date Issued _____ <div style="text-align: center;">_____</div> Authorized Representative			

•	ATTACHMENT A REFERENCES Solicitation No. VSP10-167	ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3 RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax
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**Offeror shall provide a minimum of three (3) references
References shall be users of similar products as described in the solicitation.**

Reference #1:

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

Reference #2

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

Reference #3

Company Name: _____

Date of Services Provided: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

e-mail address: _____

	<p style="text-align: center;">EXHIBIT A</p> <p style="text-align: center;">ASVH Census History</p> <p style="text-align: center;">Solicitation No. VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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FISCAL YEAR 2004

Jul-03	188.39
Aug-03	185.81
Sep-03	185.13
Oct-03	184.65
Nov-03	181.90
Dec-03	188.19
Jan-04	189.81
Feb-04	187.83
Mar-04	191.52
Apr-04	196.77
May-04	197.00
Jun-04	197.80
Yearly Average	189.57

FISCAL YEAR 2005

Jul-04	196.81
Aug-04	194.87
Sep-04	192.67
Oct-04	195.94
Nov-04	196.13
Dec-04	191.84
Jan-05	188.84
Feb-05	186.68
Mar-05	185.32
Apr-05	188.60
May-05	186.39
Jun-05	192.83
Yearly Average	191.41

FISCAL YEAR 2006

Jul-05	191.10
Aug-05	191.06
Sep-05	194.60
Oct-05	187.84
Nov-05	184.90
Dec-05	179.26
Jan-06	184.39
Feb-06	181.86
Mar-06	184.03
Apr-06	187.43
May-06	186.74
Jun-06	195.73
Yearly Average	187.41

FISCAL YEAR 2007

Jul-06	195.68
Aug-06	197.42
Sep-06	194.07
Oct-06	190.58
Nov-06	193.77
Dec-06	194.71
Jan-07	191.97
Feb-07	187.04
Mar-07	191.71
Apr-07	181.43
May-07	168.65
Jun-07	165.80
Yearly Average	187.73

FISCAL YEAR 2008

Jul-07	169.23
Aug-07	177.68
Sep-07	179.83
Oct-07	182.39
Nov-07	185.50
Dec-07	178.26
Jan-08	174.42
Feb-08	174.76
Mar-08	177.65
Apr-08	169.60
May-08	167.45
Jun-08	163.03
Yearly Average	174.98

FISCAL YEAR 2009

Jul-08	155.68
Aug-08	148.16
Sep-08	146.93
Oct-08	143.29
Nov-08	142.87
Dec-08	145.94
Jan-09	146.32
Feb-09	151.39
Mar-09	153.29
Apr-09	149.17
May-09	148.55
Jun-09	150.67
Yearly Average	148.52

.	<p style="text-align: center;">EXHIBIT B</p> <p style="text-align: center;">ADVS EMPLOYEE HISTORY</p> <p style="text-align: center;">Solicitation No. VSP10-167</p>	<p style="text-align: center;">ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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TITLE	POSITION #	STATE HIRE DATE	AGENCY HIRE DATE
VS DIETARY SVCS MGR	AVS000272AHO	9/22/2008	9/22/2008
FOOD SVC SPV 2	AVS000273AAN	8/8/1997	8/8/1997
DIETETIC TECH	AVS000609AAN	2/12/2007	2/12/2007
COOK 3	AVS000278AAN	12/2/1985	9/25/1995
COOK 3	AVS000280AAN	6/16/1998	6/16/1998
COOK 3	AVS000277AAN	10/16/1995	10/16/1995
COOK 2	AVS000281AAN	12/20/1999	12/20/1999
COOK 2	AVS000284AAN	10/21/2002	10/21/2002
COOK 2	AVS000283AAN	9/5/2000	9/5/2000
COOK 2	AVS000282AAN	11/2/2005	11/2/2005
FOOD SVC WKR 3	AVS000287AAN	10/24/1994	3/18/1996
FOOD SVC WKR 3	AVS000286AAN	7/2/2007	7/2/2007
FOOD SVC WKR 3	AVS000285AAN	11/8/1999	11/8/1999
FOOD SVC WKR 3	AVS000288AAN	4/10/1998	4/10/1998
FOOD SVC WKR 2	AVS000289AAN	12/31/2007	12/31/2007
FOOD SVC WKR 2	AVS000293AAN	5/18/2009	5/18/2009
FOOD SVC WKR 2	AVS000292AAN	3/16/2009	3/16/2009
FOOD SVC WKR 2	AVS000290AAN	12/1/2003	2/22/2005
FOOD SVC WKR 2	AVS000294AAN	10/27/2008	10/27/2008
FOOD SVC WKR 2	AVS000296AAN	3/2/2009	3/2/2009

.	<p style="text-align: center;">EXHIBIT C</p> <p style="text-align: center;">ASVH Resident Ethnicity</p> <p style="text-align: center;">Solicitation No. VSP10-167</p>	<p>ARIZONA DEPARTMENT OF VETERANS' SERVICES 4141 N. 3RD Street Phoenix, Arizona 85012 (602) 248-1558 (602) 297-6683 Fax</p>
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<u>Race</u>	<u>Number</u>
Black/African-American	10
Hispanic	10
Native American	1
White	141
<u>Religion</u>	<u>Number</u>
Baptist	17
Catholic	49
Greek Orthodox	2
Jewish	3
LDS-Mormon	4
Lutheran	4
Methodist	6
Presbyterian	4
Protestant	26
Unknown	45
Unitarian	2